



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: September 25, 2019.



TONY M. DAVIS
UNITED STATES BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
MIDLAND DIVISION**

In re:	§	
	§	
Remnant Oil Company, LLC and	§	Case No. 19-70106
Remnant Oil Operating, LLC,	§	Case No. 19-70107
	§	
Debtors.	§	Chapter 11
	§	
	§	(Jointly Administrated under
	§	Case No. 19-70106)

FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 364, AND 507, BANKRUPTCY RULES 2002, 4001, 6004, AND 9014, (I) AUTHORIZING THE DEBTORS-IN-POSSESSION TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS AND PROVIDING ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE PROTECTION, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the “Motion”) of the Debtors, Remnant Oil Company, LLC, and Remnant Oil Operating, LLC (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), pursuant to sections 105(a), 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(d)(1), 364(e) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the

“Bankruptcy Code”), and Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), seeking, among other things, entry of an order:

i. Subject only to the Permitted Liens, authorizing the Debtors to obtain postpetition financing, consisting of a senior secured, multi-draw term loan (the “DIP Loan(s)”, and together with all other obligations under the DIP Loan Documents (as defined below), the “DIP Obligations”) to be advanced and made available to the Debtors in the aggregate maximum principal amount of \$750,000 (the “DIP Facility”) from Colorado Waterston, LLC (the “DIP Lender”), consistent with the terms and conditions of the *Debtor-in-Possession Loan and Security Agreement*, the form of which is attached hereto as **Exhibit 1** (with such changes or amendments, if any, as were or may be made with the agreement of the DIP Lender prior to or as a result of the Hearing (as defined herein) and as amended, supplemented or otherwise modified from time to time in accordance with the terms and conditions set forth herein, the “DIP Loan Agreement”),¹ and the Budget (as defined below, and together with the DIP Loan Agreement and any other document or instrument executed and/or delivered in connection with the DIP Facility, the “DIP Loan Documents”) (A) to pay certain costs, fees and expenses related to the Chapter 11 Cases as provided for in this Order; and (B) to provide working capital and for other general corporate purposes of the Debtors.

ii. Authorizing the Debtors to execute and enter into the DIP Loan Documents and to perform all such other and further acts as may be required in connection with the DIP Loan Documents, including the DIP Obligations, and all instruments, security agreements, assignments,

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the DIP Loan Agreement.

pledges, mortgages, reaffirmations and other documents referred to therein or requested by the DIP Lender to give effect to the terms thereof;

iii. Authorizing the Debtors to use proceeds of the DIP Facility as permitted in the DIP Loan Documents and in accordance with this Order;

iv. Granting liens on and security interests in the DIP Collateral as follows: (a) pursuant to Bankruptcy Code sections 364(c)(2), valid, perfected, enforceable and non-avoidable first priority priming liens on and security interests in the portion of the DIP Collateral described in **Exhibit 2** and **Exhibit 3** that is not subject to valid, perfected and non-avoidable liens and (b) pursuant to Bankruptcy Code section 364(d)(1) valid, perfected, enforceable and non-avoidable first priority security interests upon all Collateral set forth on (i) **Exhibit 2** that is subject to valid mechanics' and materialmen's liens (collectively, the "**Prepetition Mechanics' Liens**"), and (ii) **Exhibit 4** that is subject to the prior perfected liens (the "**Prepetition Primed Liens**") of FirstCapital Bank, N.A. (the "**Prepetition Lender**"), in all cases senior to the Prepetition Primed Liens², (including without limitation any replacement or adequate protection liens granted postpetition to the Prepetition Lender under any cash collateral orders entered by the bankruptcy court) and the Prepetition Mechanics' Liens (collectively, the "**DIP Collateral**");

v. Vacating and modifying the automatic stay pursuant to Bankruptcy Code § 362 to the extent necessary to implement and effectuate the terms and provisions of this Order and the DIP Loan Documents;

vi. Granting the Prepetition Lender replacement liens on the property described in **Exhibit 5**; and

vii. Granting the Debtors such other and further relief as is just and equitable.

² The collateral subject to the Prepetition Primed Liens is listed on **Exhibit 4**.

The Court having held a hearing on the Motion on September 5, 2019 (the “Interim Hearing”) and on September 24, 2019 (the “Final Hearing”); the Court having considered all objections, if any, to the Motion; and upon the record made (a) by the Motion and the exhibits attached thereto; (b) the *Declaration of E. Willard Gray II in Support of Motion of Debtors for Entry of Interim and Final Orders Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507, Bankruptcy Rules 2002, 4001, 6004, and 9014, (I) Authorizing the Debtors-In-Possession to Obtain Postpetition Financing, (II) Granting Liens and Providing Administrative Expense Status, (III) Granting Adequate Protection, and (IV) Granting Related Relief* [Docket No. 120], and after due deliberation and consideration, and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND CONCLUDED THAT:³

- a. On July 16, 2019 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief with the Court under chapter 11 of the Bankruptcy Code.
- b. This Court has jurisdiction over the Chapter 11 Cases and the Motion pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this case and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Court has authority to enter this Final DIP Order consistent with Article III of the United States Constitution.
- c. Sufficient and adequate notice of the Motion and entry of an Interim DIP Order has been given pursuant to Bankruptcy Code §§ 102(1) and 364(c) and (d) and Bankruptcy Rules 2002 and 4001(c) to all entities entitled thereto such that no other or further notice of the Motion or of the entry of the Final DIP Order need be provided to any entity.

³ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. Pursuant to Bankruptcy Rule 7052, to the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. Statements made by the Court from the bench during the Interim Hearing and Final Hearing shall constitute additional conclusions of law and findings of fact, as appropriate.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. Any objections to the Motion or to entry of this Final DIP Order that have not been withdrawn or otherwise resolved are hereby OVERRULED.

3. The execution and delivery of the DIP Loan Agreement and other DIP Loan Documents by the Debtors is authorized and approved. Further, the Debtors are expressly authorized and directed to (a) execute and deliver to DIP Lender, as applicable, any other document of any kind required to be executed and delivered in connection with the DIP Loan Agreement and the other DIP Loan Documents; (b) take any action to carry out the intent and purpose of the DIP Loan Agreement and other DIP Loan Documents, including all such actions to create, protect, and perfect the DIP Liens in favor of the DIP Lender, and (c) comply with and perform all of the terms and conditions contained in the DIP Loan Agreement and other DIP Loan Documents. Upon execution and delivery of the DIP Loan Documents and entry of this Final DIP Order, the DIP Loan Documents shall constitute valid and binding obligations of the Debtors, are enforceable against the Debtors and any successor trustee, in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the DIP Loan Documents as approved under this DIP Order shall be stayed, restrained, voided, voidable or recoverable under the Bankruptcy Code or applicable nonbankruptcy law, except to the extent this Order expressly provides otherwise.

4. The Debtors are hereby authorized to borrow from the DIP Lender the DIP Loans in the maximum principal amount not to exceed \$750,000 on the terms and conditions set forth in the DIP Loan Documents and this Final DIP Order and the budget attached hereto as Exhibit 6 (the "Budget").

5. The DIP Obligations are subject to (i) an Origination Fee of \$75,000, (ii) interest (“Interest”) at the annual rate of fifteen percent (15%) per annum, and (iii) a Repayment Premium equal to 1.31 *less* the Origination Fee. Principal and accrued, unpaid Interest will be payable at the Maturity Date which is the earlier of (i) the date which is ninety (90) days following the date of the first Advance, (ii) the consummation of a sale of all of the assets or a portion of the assets of the Borrower pursuant to Section 363 of the Bankruptcy Code or otherwise; (iii) the effective date of a plan of reorganization or liquidation in the Cases; (iv) the date of filing or support by the Debtors of a plan of reorganization that does not provide for indefeasible payment in full in cash of all obligations owing hereunder; (v) entry of an order by the Bankruptcy Court converting the Cases to a proceeding or proceedings under Chapter 7 of the Bankruptcy Code; (vi) entry of a final order by the Bankruptcy Court dismissing the Cases; or (vii) the date of termination of the DIP Facility and the acceleration of any outstanding extension of credit under the DIP Loans in accordance with the terms of the DIP Loan Agreement. The fees and expenses relating to the DIP Facility, including the Origination Fee and Repayment Premium are authorized and approved for payment without further order of the Court.

6. In addition to the Origination Fee and Repayment Premium, the Debtors are authorized and directed to pay the reasonable and documented costs and expenses of the DIP Lender associated with the preparation, execution, delivery and administration of the DIP Loan Documents and any amendment or waiver with respect thereto, as well as proceedings before the Court relating to the DIP Facility (including the reasonable fees, disbursements and other charges of counsel, financial advisors and other professionals and advisors) (the “DIP Lender Expenses”). The DIP Lender shall provide redacted copies of its respective invoices reflecting their professional costs, fees, and expenses incurred in connection with the DIP Loan Documents

(edited to delete any attorney-client communications, attorney work product, or other confidential information) to the Debtors, the United States Trustee, and the official committee of unsecured creditors (the “Committee”). Any such party may object to the reasonableness of any such costs, fees, and expenses. However, any such objection shall be forever waived and barred, and the Debtors shall promptly pay such invoiced DIP Lender Expenses, unless, within ten (10) calendar days of receipt of the invoice to which the objection relates or such later date as agreed to by the DIP Lender: (1) the objection is served upon the DIP Lender and its counsel; and (2) the objection describes with particularity the items or categories of fees, costs, and expenses that are the subject of the objection and provides the specific basis of the objection to each such item or category of fees, costs, and expenses. To the extent such objection cannot be resolved, the objection shall be filed with the Court and set for a hearing. Any objection to the fees, costs, and expenses set forth on any such invoice shall be limited to the reasonableness or necessity of the particular items or categories of the fees, costs, and expenses which are the subject of such objection. The disallowance of any such fees and expenses shall not affect the DIP Lender’s right to collect such amounts from any person or entity other than the Debtors.

7. The DIP Lender Expenses are not subject to the provisions of Bankruptcy Code §§ 327, 328, 329, 330, or 331 and will be paid pursuant to the DIP Loan Agreement without further order of this Court, except in the event the Court is required to adjudicate a dispute relating to payment of the DIP Lender Expenses.

8. As security for the DIP Obligations, and as provided in the DIP Loan Documents and this Final DIP Order, the DIP Lender, shall have (effective and continuing, without the necessity of the execution, filing, and/or recordation of mortgages, security agreements, control agreements, patent security agreements, trademarks security agreements, pledge agreements,

financing statements, or otherwise): (a) pursuant to Bankruptcy Code sections 364(c)(2), valid, perfected, enforceable and non-avoidable first priority priming liens on and security interests in the portion of the DIP Collateral described in Exhibit 2 and Exhibit 3 that is not subject to valid, perfected and non-avoidable liens and (b) pursuant to Bankruptcy Code section 364(d)(1) valid, perfected, enforceable and non-avoidable first priority security interests upon all Collateral set forth on (i) Exhibit 2 that is subject to the Prepetition Mechanics' Liens, and (ii) Exhibit 4 that is subject to Prepetition Primed Liens of the Prepetition Lender (including without limitation any replacement or adequate protection liens granted postpetition to the Prepetition Lender under any cash collateral orders entered by the bankruptcy court), and any and all rents, issues, products, offspring, proceeds and profits generated by any item of such DIP Collateral, without the necessity of any further action of any kind or nature by the DIP Lender in order to claim or perfect such rents, issues, products, offspring, proceeds and/or profits (together, the "DIP Liens"). The DIP Liens are senior and superior in priority to all other secured and unsecured creditors of the Debtors' estates, as well as to any administrative claimants with respect to the DIP Collateral, subject only to the Permitted Liens. For the avoidance of doubt, the DIP Liens are to be paid first out of the DIP Collateral, prior to all creditors, including professionals or other administrative claimants in this case.

9. For the avoidance of doubt, the DIP Collateral shall not include the collateral of 3-2-1 Partners, Ltd and the DIP Liens shall not extend to the collateral of 3-2-1 Partners, Ltd.

10. This Final DIP Order shall be sufficient and conclusive evidence of the priority, perfection and validity of the DIP Liens granted herein, effective as of the date of this Final DIP Order, without any further action by Debtors or the DIP Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages, certificates or other

agreements, documents or instruments. Notwithstanding the foregoing, the Debtors shall execute and deliver to the DIP Lender such financing statements, mortgages, instruments, certificates, agreements and other documents as the DIP Lender may reasonably request from time to time to provide further evidence of the perfection of the DIP Liens, and any such documents filed by the DIP Lender shall be deemed filed as of the date of this Final DIP Order.

11. Pursuant to Bankruptcy Code §§ 361, 363(e) and 364(d), as adequate protection of the interests of Prepetition Lender and solely to the extent of any diminution in the value of the Prepetition Collateral, the Debtor hereby grants to Prepetition Lender, a continuing valid, binding, enforceable and perfected postpetition replacement security interest in and lien on the assets listed in **Exhibit 5** to the same extent, validity and priority of the liens and security interests of Prepetition Lender in its collateral. Such perfected postpetition adequate protection replacement liens are the “Senior Adequate Protection Liens”. The Senior Adequate Protection Liens: (1) shall be properly perfected, valid and enforceable liens without any further action by the Debtors or Prepetition Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; (2) shall be senior to all other liens on the assets described in **Exhibit 5**, if any; and (3) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Chapter 11 Cases. Notwithstanding the foregoing, the Debtor is authorized to and shall execute and deliver to the Prepetition Lender such financing statements, mortgages, instruments and other documents as it may reasonably request from time to time to provide further evidence of the perfection of the Senior Adequate Protection Liens.

12. While any portion of the DIP Obligations remains unpaid or any of the DIP Loan Documents remains in effect, the Debtors shall not seek entry of any order approving or

authorizing (under Bankruptcy Code §§ 105 or 364, or otherwise) (a) the granting of any lien or security interest in any of the DIP Collateral in favor of any party other than the DIP Lender or (b) the obtaining of credit or the incurring of indebtedness that is entitled to superpriority administrative status, in either case *pari passu* with or superior to that granted to the DIP Lender pursuant to this Final DIP Order, unless, in connection with any transaction cited in clause (a) or (b) of this Paragraph unless such request by the Debtors seek to authorize and direct that the full amount of the DIP Obligations shall first be paid indefeasibly and in full from the proceeds of the DIP Collateral (subject to satisfaction of the Permitted Liens).

13. The DIP Facility shall terminate and the DIP Loans and all other DIP Obligations shall mature and be due and owing, upon DIP Lender's election, on the Maturity Date. Written notice of the occurrence of the Maturity Date shall be given by electronic mail (or other electronic means) to the Notice Parties.

14. The DIP Lender and the Prepetition Lender may not repossess, foreclose or seize any DIP Collateral after maturity without delivering to the Debtor, the Office of the United States Trustee, and the Committee, and filing with the Bankruptcy Court, a notice of the occurrence of the Maturity Date. At any time after the fifth business day after the delivery and filing of such notice, unless the Bankruptcy Court extends such deadline, the DIP Lender and the Prepetition Lender shall have automatic and immediate relief from the automatic stay with respect to the DIP Collateral (without regard to the passage of time provided for in Fed. R. Bankr. P. 4001(a)(3)), and shall be entitled to exercise any and all rights and remedies available to them under the DIP Loan Documents, the Prepetition Loan Documents or applicable law as may otherwise be applicable.

15. The Debtors shall indemnify and hold harmless the DIP Lender, and each of its respective partners, members, officers, directors, employees, affiliates, successors, assigns, agents, counsel and other advisors (collectively, the “Indemnified Parties”) from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of, or in connection with the preparation for a defense of, any investigation, litigation or proceeding arising out of, related to or in connection with (a) the DIP Facility, the transactions contemplated thereby and in the DIP Loan Documents, and any use made or proposed to be made with the proceeds thereof and (b) the Chapter 11 Cases.

16. The automatic stay imposed by Bankruptcy Code § 362(a) is hereby modified, to the extent necessary, to implement and effectuate the terms and conditions of this Final DIP Order.

17. The Debtors are authorized to perform all acts and execute and comply with the terms of such other documents, instruments, and agreements in addition to the DIP Loan Documents, as the DIP Lender may reasonably require, as evidence of and for the protection of the DIP Obligations, or which otherwise may be deemed reasonably necessary by the DIP Lender to effectuate the terms and conditions of this Final DIP Order and the DIP Loan Documents. The Trustee and the DIP Lender are hereby authorized to implement, in accordance with the terms of the DIP Loan Documents, any non-material modifications of the DIP Loan Documents without further order of this Court.

18. Upon the indefeasible payment in full in cash, and the termination of, the DIP Facility, and upon the request of the DIP Lender, the Debtors shall execute and deliver in favor

of DIP Lender a valid and binding termination and release agreement, in form and substance reasonably acceptable to the DIP Lender.

19. Neither the Debtors nor any representative of any of any such estate (including any successor trustee) will invoke or seek to invoke the surcharge provisions of Bankruptcy Code §506(c), the enhancement of collateral provisions of Bankruptcy Code §552 (including, without limitation, the “equities of the case” exception under Bankruptcy Code §552(b)) or any other legal or equitable doctrine upon the DIP Lender or any of the DIP Collateral for the benefit of any party in interest, including any Trustee, the Committee, any other trustee, or any professionals engaged by any of the foregoing.

20. By executing the DIP Loan Documents or taking any actions pursuant to this Final DIP Order, the DIP Lender shall not: (1) be deemed to be in control of the operations or liquidation of the Debtors or their respective estates; or (2) be deemed to be acting as a “responsible person” with respect to the operation, management, or liquidation of the Debtors or their respective estates.

21. The DIP Lender shall not be subject to the equitable doctrine of marshaling or any other similar doctrine with respect to any of the DIP Collateral.

22. The DIP Lender shall not be required to file any proof of claim in the Chapter 11 Cases for any claim under the DIP Loan Documents, or for any claim allowed herein.

23. Unless the DIP Lender consents thereto, no order shall be entered confirming a plan in these Chapter 11 Cases unless such order provides for the indefeasible and final payment of the DIP Obligations in full in cash on the earlier of: (1) the effective date thereof; and (2) the Maturity Date.

24. The DIP Lender's failure, at any time or times hereafter, to require strict performance by the Debtors (or by any successor trustee) of any provision of this Order or the DIP Loan Documents shall not waive, affect, or diminish any right of the DIP Lender thereafter to demand strict compliance and performance therewith. No delay on the part of the DIP Lender in the exercise of any right or remedy under this Order, the DIP Loan Documents, the Bankruptcy Code, or applicable nonbankruptcy law shall preclude any other or further exercise of any right or remedy. The DIP Lender shall not be deemed to have suspended or waived any of its rights or remedies under this Final DIP Order, the DIP Loan Documents, the Bankruptcy Code, or applicable nonbankruptcy law unless such suspension or waiver is in writing, signed by a duly authorized officer of such party, and directed to the Debtor.

25. Any stay, modification, reversal, or vacation of this Final DIP Order shall not affect the validity and enforceability of any DIP Obligations of the Debtors to the DIP Lender incurred pursuant to this Final DIP Order or the validity, priority, or enforceability of any of the DIP Liens granted to the DIP Lender under this Final DIP Order. Notwithstanding any such stay, modification, reversal, or vacation, all DIP Liens granted under this Final DIP Order, the DIP Loans made pursuant to this Final DIP Order in respect of the DIP Loan Agreement, and all DIP Obligations incurred by the Debtors or the Debtors' estates pursuant hereto and pursuant to the terms of the DIP Loan Documents prior to the effective date of any such stay, modification, reversal, or vacation shall be governed in all respects by the original provisions of this Final DIP Order, and the DIP Lender shall be entitled to all the rights, privileges, and benefits, including, without limitation, the DIP Liens, and priorities granted herein with respect to all such DIP Obligations.

26. The provisions of this Final DIP Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (a) confirming any plan of reorganization or liquidation in the Chapter 11 Cases (and, to the extent not satisfied in full, the DIP Obligations shall not be discharged by the entry of any such order, notwithstanding Bankruptcy Code § 1141(d)); (b) converting the Chapter 11 Cases to chapter 7 cases; (c) appointing a chapter 11 trustee, or (d) dismissing the Chapter 11 Cases. The terms and provisions of this Final DIP Order as well as the DIP Liens granted pursuant to this Final DIP Order and the DIP Loan Documents shall continue in full force and effect notwithstanding the entry of such order, and such DIP Liens, and any adequate protection liens shall maintain their priority as provided by this Final DIP Order until all of the DIP Obligations are paid indefeasibly and in full.

27. The provisions of this Final DIP Order shall be binding upon and inure to the benefit of the DIP Lender, the Debtors, the Prepetition Lender and their respective successors and assigns, including any further trustee appointed or elected in the Chapter 11 Cases, whether under chapter 11 or chapter 7.

28. If there is any inconsistency between the terms of the DIP Loan Documents and the provisions of this Final DIP Order, the provisions of this Final DIP Order shall control to the extent of such inconsistency.

29. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final DIP Order shall be valid, take full effect, and be enforceable immediately upon entry hereof; there shall be no stay of execution or effectiveness of this Final DIP Order; and any stay of the effectiveness of this Final DIP Order that might otherwise apply is hereby waived for cause shown.

30. The Court has and will retain jurisdiction to enforce this Final DIP Order.

EXHIBIT 1

DIP Loan and Security Agreement

(TO COME)

EXHIBIT 2

Exhibit 2-1: Caprock Leases

PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA LC-060811	GEORGE NIXON	9/1/1944	NA	W/2SW/4, SW/4NW/4, SE/4, E/2SW/4 OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST
WEST CAP QUEEN SAND, DRICKEY QUEEN SAND UNIT, ROCK QUEEN UNIT	NM	CHAVES	USA LC-060812-A	VIRGIL O HOPP	7/1/1948	NA	SW/4 OF SECTION 8, SE/4 OF SECTION 10, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA LC-068474	FRANK SANER	11/1/1947	NA	N/2 OF SECTION 10, ALL OF SECTION 3, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA LC-070336	PHILLIPS PETROLEUM COMPANY	5/1/1947	NA	NW/4NW/4, S/2NW/4, NE/4NW/4 OF SECTION 22, N/2NW/4, SW/4NW/4 OF SECTION 1, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA LC-070337	PHILLIPS PETROLEUM COMPANY	7/1/1948	NA	SW/4 OF SECTION 10, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA LC-072006	AMERICAN REPUBLIC CORP	1/1/1950	NA	NE/4NE/4, SE/4SE/4, W/2E/2 OF SECTION 11, SE/4 OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA NM-02419	CITIES SERVICE OIL COMPANY	9/1/1950	NA	E/2NE/4, SW/4NE/4 OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA NM-03927	CITIES SERVICE OIL COMPANY	3/1/1951	NA	SE/4 OF SECTION 33, SW/4 OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA NM-04246	KERR-MCGEE OIL INC	3/1/1951	NA	E/2SW/4, SW/4SW/4 OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT, ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B08822	EARL G LEVICK	9/19/1940	NA	E/2NE/4 OF SECTION 26, E/2SE/4, SW/4SE/4, NW/4SW/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM VC0009	CIRCLE RIDGE PRODUCTION CO	3/1/1990	NA	SW/4NE/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM B10417	INTERCOAST PETROLEUM CO INC	7/6/1943	NA	NE/4SE/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST

Exhibit 2-1: Caprock Leases

PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
WEST CAP QUEEN SAND, DRICKEY QUEEN SAND UNIT, ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B10419	BERNICE R PIATT	7/6/1943	NA	NW/4SW/4 OF SECTION 16, SE/4 OF SECTION 17, NE/4SW/4 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST; E/2NE/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM B10420	WILLIAM SPURCK AND VADA SPURCK	7/6/1943	NA	NW/4SE/4, E/2NE/4, NW/4NE/4, SE/4NW/4, SE/4SW/4 OF SECTION 16, SE/4NE/4 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E00478	TEXAS PACIFIC COAL & OIL CO	8/10/1945	NA	SW/4NW/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E00521	LILLIAN V BROWNE	9/10/1945	NA	SE/4SW/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT, ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM E1380	TEXAS PACIFIC COAL & OIL CO	7/10/1947	NA	NW/4SE/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST; SE/4 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E01467	TEXAS PACIFIC COAL & OIL CO	9/10/1947	NA	SW/4SE/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E2635	L B HODGES	5/10/1949	NA	SW/4SW/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E02855	GULF OIL CORP	8/10/1949	NA	NW/4NE/4 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E02858	UNION OIL CO OF CALIF	8/10/1949	NA	NE/4SW/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E4810	RALPH NIX	12/11/1950	NA	NW/4NW/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E5665	GULF OIL CORP	10/10/1951	NA	SE/4SE/4 OF SECTION 16, NE/4NE/4 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E5988	TEXAS PACIFIC COAL & OIL CO	2/11/1952	NA	NE/4, S/2NW/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RNAGE 31 EAST

Exhibit 2-1: Caprock Leases

PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
DRICKEY QUEEN SAND UNIT, ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM E06401	CITIES SERVICE OIL COMPANY	8/11/1952	NA	N/2SE/4 OF SECTION 23, NE/4SW/4, NW/4SE/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST; W/2W/2 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E7661	J M ZACHARY	12/15/1953	NA	SE/4NW/4, SE/4SW/4 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E7662	GULF OIL CORP	12/15/1953	NA	NE/4NW/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E8333	J M ZACHARY	7/20/1954	NA	NE/4NW/4 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	MORRIS R ANTWEIL ET AL	MALCO REFINERIES INC	6/28/1989	NA	NW/4SE/4, E/2NE/4 OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT, ZIMMERMAN	NM	CHAVES	MRS STELLA ZIMMERMAN ET AL	GULF OIL CORP	2/26/1946	BOOK 15, PAGE 408	W/2 OF SECTION 11, NE/4, E/2SE/4 OF SECTION 20, W/2 OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT, ZIMMERMAN	NM	CHAVES	CLYDE H ZIMMERMAN ET AL	GULF OIL CORP	3/6/1946	BOOK 16, PAGE 36	W/2 OF SECTION 11, NE/4, E/2SE/4 OF SECTION 20, W/2 OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	W H MEDLIN ET UX	BRUCE K MATLOCK	12/6/1944	BOOK 14, PAGE 379	W/2NE/4 OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	MRS STELLA ZIMMERMAN ET AL	UNION OIL CO OF CALIF	10/8/1947	BOOK 25, PAGE 7	NW/4NE/4, NE/4NW/4, N/2SW/4, SW/4SW/4, NW/4NW/4, S/2NW/4, SE/4NW/4 OF SECTION 14, N/2NE/4, SE/4NW/4, NE/4NW/4, S/2NE/4 OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST
WEST CAP QUEEN SAND UNIT	NM	CHAVES	STATE OF NM B10411	W E LEE & ALLIE M LEE	7/2/1943	NA	E/2NE/4 OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 31 EAST
WEST CAP QUEEN SAND	NM	CHAVES	USA LC-068371	J R MILLER	8/1/1949	NA	NE/4, S/2SW/4, N/2SW/4 OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST
WEST CAP QUEEN SAND	NM	CHAVES	USA LC-060812	MALEC REFINERIES INC	6/1/1949	NA	NW/4 OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST

Exhibit 2-1: Caprock Leases

PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
WEST CAP QUEEN SAND	NM	CHAVES	USA LC-060712	ED SCHOCKLEY	5/1/1947	NA	NE/4 OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST
WEST CAP QUEEN SAND	NM	CHAVES	USA LC-060821	FRANK A SANER	11/1/1947	NA	W/2SE/4, NE/4SE/4 OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	USA LC-068288	ETHEL P ERWIN	8/1/1951	NA	N/2N/2, S/2S/2 OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	USA NM-02509	SKELLY OIL CO	11/1/1950	NA	E/2NW/4 OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	USA NM-03844	JOHN E COCHRAN, JR	2/1/1951	NA	NE/4 OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	USA NM-04385	GEORGE P LIVERMORE INC	2/1/1951	NA	SE/4 OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B08318	WILLIAM SPURCK	9/11/1939	NA	SW/4NW/4 OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B10418	WILLIAM SPURCK & VADA SPURCK	7/6/1943	NA	SE/4SW/4, NE/4SE/4 OF SECTION 22, SW/4SE/4 OF SECTION 23, NW/4, N/2SW/4, E/2SE/4 OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B8605	WILLIAM SPURCK & VADA SPURCK	4/8/1940	NA	NW/4SW/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B8459	GULF OIL CORP	1/4/1940	NA	SE/4NE/4 OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B9359	GREAT WESTERN DRILLING CO	10/11/1941	NA	S/2SW/4, NE/4SW/4 OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B9495	L H KENNEDY & LILLIAN E KENNEDY	1/29/1942	NA	SW/4NE/4 OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B9541	GREAT WESTERN DRILLING CO	2/17/1942	NA	ALL OF SECTION 36, NE/4SW/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	LEA	STATE OF NM B11332	BEN Q ADAMS	7/10/1944	NA	E/2SW/4 OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B11644	LILLIAN V BROWNE	12/11/1944	NA	SE/4SE/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST

Exhibit 2-1: Caprock Leases

PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
ROCK QUEEN UNIT	NM	LEA	STATE OF NM E35	SOUTHERN PETROLEUM EXPLORATION	1/10/1945	NA	E/2NW/4 OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM E00473	LILLIAN V BROWNE	8/10/1945	NA	N/2NW/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM E04191	ATLANTIC REFINING	9/11/1950	NA	SW/4SE/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	LEA	STATE OF NM E4192	J D HUNTER	9/11/1950	NA	SE/4SW/4 OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 32 EAST
ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM E5663	GULF OIL CORP	10/10/1951	NA	SW/4SE/4, NW/4SE/4, SE/4SE/4, NW/4SW/4 OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM E5758	GULF OIL CORP	11/10/1951	NA	S/2SW/4 OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	LEA	STATE OF NM E7494	SUPERIOR OIL CO	10/20/1953	NA	N/2NE/4, SW/4NE/4, W/2SE/4, NE/4SE/4, SE/4NE/4 OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E7659	GULF OIL CORP	12/15/1953	NA	NW/4NE/4 OF SECTION 26, W/2NE/4 OF SECTION 22, E/2NW/4, NW/4NW/4, W/2NE/4, SW/4, SE/4SE/4 OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	LEA	STATE OF NM E8005	W G ROSS	3/16/1954	NA	SE/4 OF SECTION 19, W/2W/2 OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
ROCK QUEEN UNIT	NM	LEA	STATE OF NM E8063	EUGENE NEARBURG	4/20/1954	NA	SW/4NE/4 OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 32 EAST
ROCK QUEEN UNIT	NM	LEA	STATE OF NM E8149	SUPERIOR OIL CO	5/18/1954	NA	NE/4SW/4 OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 32 EAST
ROCK QUEEN UNIT	NM	LEA	STATE OF NM E8226	SUPERIOR OIL CO	6/15/1954	NA	SW/4SW/4 OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 32 EAST
ROCK QUEEN UNIT	NM	LEA	STATE OF NM E9217	H L FANNIN JR	7/19/1955	NA	NW/4NW/4 OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 32 EAST

Exhibit 2-1: Caprock Leases

PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
ROCK QUEEN UNIT	NM	CHAVES	W M TULK & CARRIE E TULK	GULF OIL CORP	3/20/1946	BOOK 16, PAGE 239	S/2N/2, N/2S/2 OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST
ROCK QUEEN UNIT	NM	CHAVES	CLYDE A BROWNING & LELA BROWNING	GULF OIL CORP	1/26/1946	BOOK 14, PAGE 418	NE/4, S/2NW/4 OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA LC-062486	J T BONNER	4/1/1946	NA	E/2 OF SECTION 5, ALL OF SECTION 4, ALL OF SECTION 9, TOWNSHIP 14 SOUTH, RANGE 31 EAST
OXY FEDERAL COM, WAKAN TANKA FEDERAL	NM	CHAVES	USA NM-080128 SEGREGATED OUT OF NM-2419	CITIES SERVICE OIL COMPANY	9/1/1950	NA	SW/4 OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 31 EAST
KARANKAWA FEDERAL	NM	CHAVES	USA NM-91906	CITIES SERVICE OIL COMPANY	3/1/1951	NA	SE/4 OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA NMNM- 120355	CELERO ENERGY II LP	10/1/2008	NA	SE/4 OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 31 EAST
WEST CAP QUEEN SAND	NM	CHAVES	STATE OF NM E3277	PHILLIPS PETROLEUM COMPANY	2/10/1950	NA	SW/4SW/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM VB1613	BASIN LAND SERVICES	3/1/2009	NA	SW/4NE/4 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
APACHE FEDERAL COM, FRIEND FEDERAL	NM	CHAVES	USA NM-17594	ROBERT N FRIEND	3/1/1973	NA	SE/4 OF SECTION 20, NW/4 OF SECTION 21, SE/4 OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 31 EAST
APACHE FEDERAL COM, DALPORT FEDERAL, FRIEND FEDERAL	NM	CHAVES	USA NM-17432	PRISCILLA F GILMORE	2/1/1973	NA	SW/4 OF SECTION 20, LIMITED IN DEPTH FROM THE SURFACE TO A DEPTH OF 2,806 FEET, SW/4 OF SECTION 21, LIMITED IN DEPTH FROM THE SURFACE TO 2,850 FEET, NE/4 OF SECTION 30, LIMITED IN DEPTH FROM THE SURFACE TO A DEPTH OF 2,806 FEET, TOWNSHIP 13 SOUTH, RANGE 31 EAST
DALPORT ARCO FEDERAL COM	NM	CHAVES	USA NM-35611	PHILLIP C HOLT	3/1/1979	NA	LOTS 1, 2, E/2NW/4 OF SECTION 7, TOWNSHIP 14 SOUTH, RANGE 31 EAST

Exhibit 2-1: Caprock Leases

PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
DALPORT ARCO FEDERAL COM	NM	CHAVES	USA NM-349837 SEGREGATED OUT OF NM-153475	AMERICAN REPUBLIC CORP	1/1/1950	BOOK 31, PAGE 205	NE/4 OF SECTION 7, LIMITED IN DEPTH TO 2,790 FEET, TOWNSHIP 14 SOUTH, RANGE 31 EAST
DALPORT FEDERAL	NM	CHAVES	USA NM-98865 SEGREGATED OUT OF NM-1535A	ALVER C DUNCAN	3/1/1967	BOOK 112, PAGE 838	NW/4, NW/4NE/4 OF SECTION 20, LIMITED IN DEPTH FROM THE SURFACE TO 2,806 FEET, TOWNSHIP 13 SOUTH, RANGE 31 EAST
OXY FEDERAL COM	NM	CHAVES	USA NM-80127 SEGREGATED OUT OF NM-03927	CITIES SERVICE OIL COMPANY	3/1/1951	NA	NW/4, SE/4 OF SECTION 29, LIMITED IN DEPTH FROM THE SURFACE TO A DEPTH OF 2,750 FEET, TOWNSHIP 13 SOUTH, RANGE 31 EAST
OXY FEDERAL COM, WAKAN TANKA FEDERAL	NM	CHAVES	USA NM-80128 SEGREGATED OUT OF NM-02419	CITIES SERVICE OIL COMPANY	9/1/1950	BOOK 35, PAGE 173	NE/4, SW/4 OF SECTION 29, LIMITED IN DEPTH FROM THE SURFACE TO A DEPTH OF 2,750 FEET, TOWNSHIP 13 SOUTH, RANGE 31 EAST

Exhibit 2-2: Caprock Wells and Wellbores

PROPERTY	STATE	COUNTY	OPERATOR	WELL API NUMBER	COMMENTS
DQSU 0045	NM	CHAVES	REMNANT OIL OPERATING LP	3000501054	
DQSU 0047	NM	CHAVES	REMNANT OIL OPERATING LP	3000501055	
DQSU 0054	NM	CHAVES	REMNANT OIL OPERATING LP	3000521156	
DQSU 0055	NM	CHAVES	REMNANT OIL OPERATING LP	3000521157	
DQSU 0034	NM	CHAVES	REMNANT OIL OPERATING LP	3000501030	
DQSU 0804	NM	CHAVES	REMNANT OIL OPERATING LP	3000501009	
DQSU 0805	NM	CHAVES	REMNANT OIL OPERATING LP	3000500978	
DQSU 0806	NM	CHAVES	REMNANT OIL OPERATING LP	3000500979	
DQSU 0808	NM	CHAVES	REMNANT OIL OPERATING LP	3000500981	
DQSU 0812	NM	CHAVES	REMNANT OIL OPERATING LP	3000501013	
DQSU 0813	NM	CHAVES	REMNANT OIL OPERATING LP	3000500982	
DQSU 0815	NM	CHAVES	REMNANT OIL OPERATING LP	3000500984	
DQSU 0816	NM	CHAVES	REMNANT OIL OPERATING LP	3000500985	
DQSU 0822	NM	CHAVES	REMNANT OIL OPERATING LP	3000500987	
DQSU 0824	NM	CHAVES	REMNANT OIL OPERATING LP	3000500989	
DQSU 0828	NM	CHAVES	REMNANT OIL OPERATING LP	3000501021	
DQSU 0831	NM	CHAVES	REMNANT OIL OPERATING LP	3000500992	
DQSU 0832	NM	CHAVES	REMNANT OIL OPERATING LP	3000500993	
DQSU 0837	NM	CHAVES	REMNANT OIL OPERATING LP	3000510158	
DQSU 0704	NM	CHAVES	REMNANT OIL OPERATING LP	3000529198	
DQSU 0016	NM	CHAVES	REMNANT OIL OPERATING LP	3000500973	
DQSU 0017	NM	CHAVES	REMNANT OIL OPERATING LP	3000500971	
DQSU 0018	NM	CHAVES	REMNANT OIL OPERATING LP	3000500977	
DQSU 0019	NM	CHAVES	REMNANT OIL OPERATING LP	3000500976	
DQSU 0022	NM	CHAVES	REMNANT OIL OPERATING LP	3000500969	
DQSU 0023	NM	CHAVES	REMNANT OIL OPERATING LP	3000500972	
DQSU 0024N	NM	CHAVES	REMNANT OIL OPERATING LP	3000500968	
DQSU 0025	NM	CHAVES	REMNANT OIL OPERATING LP	3000500963	
DQSU 0026	NM	CHAVES	REMNANT OIL OPERATING LP	3000501024	
DQSU 0027	NM	CHAVES	REMNANT OIL OPERATING LP	3000501026	
DQSU 0028	NM	CHAVES	REMNANT OIL OPERATING LP	3000501028	
DQSU 0029	NM	CHAVES	REMNANT OIL OPERATING LP	3000501029	
DQSU 0030	NM	CHAVES	REMNANT OIL OPERATING LP	3000501027	
DQSU 0031	NM	CHAVES	REMNANT OIL OPERATING LP	3000501022	
DQSU 0032	NM	CHAVES	REMNANT OIL OPERATING LP	3000501023	
DQSU 0033	NM	CHAVES	REMNANT OIL OPERATING LP	3000501025	
DQSU 0035	NM	CHAVES	REMNANT OIL OPERATING LP	3000501035	
DQSU 0036	NM	CHAVES	REMNANT OIL OPERATING LP	3000501036	
DQSU 0038	NM	CHAVES	REMNANT OIL OPERATING LP	3000501037	
DQSU 0701	NM	CHAVES	REMNANT OIL OPERATING LP	3000529196	
DQSU 0006	NM	CHAVES	REMNANT OIL OPERATING LP	3000500903	
DQSU 0007	NM	CHAVES	REMNANT OIL OPERATING LP	3000500902	

Exhibit 2-2: Caprock Wells and Wellbores

PROPERTY	STATE	COUNTY	OPERATOR	WELL API NUMBER	COMMENTS
DQSU 0008	NM	CHAVES	REMNANT OIL OPERATING LP	3000500901	
DQSU 0009	NM	CHAVES	REMNANT OIL OPERATING LP	3000500900	
DQSU 0012	NM	CHAVES	REMNANT OIL OPERATING LP	3000500894	
DQSU 0014	NM	CHAVES	REMNANT OIL OPERATING LP	3000500897	
DQSU 0041	NM	CHAVES	REMNANT OIL OPERATING LP	3000501074	
DQSU 0043	NM	CHAVES	REMNANT OIL OPERATING LP	3000501080	
DQSU 0040	NM	CHAVES	REMNANT OIL OPERATING LP	3000501070	
DQSU 0039	NM	CHAVES	REMNANT OIL OPERATING LP	3000501075	
DQSU 0001	NM	CHAVES	REMNANT OIL OPERATING LP	3000500925	
DQSU 0002	NM	CHAVES	REMNANT OIL OPERATING LP	3000500923	
DQSU 0003	NM	CHAVES	REMNANT OIL OPERATING LP	3000500922	
DQSU 0004	NM	CHAVES	REMNANT OIL OPERATING LP	3000500924	
DQSU 0005	NM	CHAVES	REMNANT OIL OPERATING LP	3000500926	
DQSU 0011	NM	CHAVES	REMNANT OIL OPERATING LP	3000500898	
DQSU 0144	NM	CHAVES	REMNANT OIL OPERATING LP	3000521132	
DQSU 0053	NM	CHAVES	REMNANT OIL OPERATING LP	3000501127	
DQSU 0049	NM	CHAVES	REMNANT OIL OPERATING LP	3000501129	
DQSU 0147	NM	CHAVES	REMNANT OIL OPERATING LP	3000521135	
DQSU 0046	NM	CHAVES	REMNANT OIL OPERATING LP	3000501064	
DQSU 0056	NM	CHAVES	REMNANT OIL OPERATING LP	3000521153	
DQSU 0057	NM	CHAVES	REMNANT OIL OPERATING LP	3000521154	
DQSU 0058	NM	CHAVES	REMNANT OIL OPERATING LP	3000521155	
APACHE FEDERAL COM 0001	NM	CHAVES	REMNANT OIL OPERATING LP	3000521098	
DALPORT ARCO FEDERAL COM 0001	NM	CHAVES	REMNANT OIL OPERATING LP	3000520999	
DALPORT FEDERAL 0001	NM	CHAVES	REMNANT OIL OPERATING LP	3000520661	
FRIEND FEDERAL 0001	NM	CHAVES	REMNANT OIL OPERATING LP	3000520725	
KARANKAWA FEDERAL 0001	NM	CHAVES	REMNANT OIL OPERATING LP	3000521118	
NORTH CAPROCK CELERO QUEEN 031	NM	CHAVES	REMNANT OIL OPERATING LP	3000500540	WELLBORE ONLY
NORTH CAPROCK CELERO QUEEN 022	NM	LEA	REMNANT OIL OPERATING LP	3002500207	WELLBORE ONLY
NORTH CAPROCK CELERO QUEEN 026	NM	LEA	REMNANT OIL OPERATING LP	3002500201	WELLBORE ONLY
NORTH CAPROCK CELERO QUEEN 027	NM	LEA	REMNANT OIL OPERATING LP	3002500209	WELLBORE ONLY
NORTH CAPROCK CELERO QUEEN 028	NM	LEA	REMNANT OIL OPERATING LP	3002500200	WELLBORE ONLY
OXY FEDERAL COM 0001	NM	CHAVES	REMNANT OIL OPERATING LP	3000521097	
OXY FEDERAL COM 0002	NM	CHAVES	REMNANT OIL OPERATING LP	3000521095	
ROCK QUEEN UNIT 0301	NM	CHAVES	REMNANT OIL OPERATING LP	3000529192	
ROCK QUEEN UNIT 0051	NM	CHAVES	REMNANT OIL OPERATING LP	3000500866	
ROCK QUEEN UNIT 0052	NM	CHAVES	REMNANT OIL OPERATING LP	3000500865	

Exhibit 2-2: Caprock Wells and Wellbores

PROPERTY	STATE	COUNTY	OPERATOR	WELL API NUMBER	COMMENTS
ROCK QUEEN UNIT 0053	NM	CHAVES	REMNANT OIL OPERATING LP	3000500864	
ROCK QUEEN UNIT 0063	NM	CHAVES	REMNANT OIL OPERATING LP	3000500859	
ROCK QUEEN UNIT 0064	NM	CHAVES	REMNANT OIL OPERATING LP	3000500860	
ROCK QUEEN UNIT 0065	NM	CHAVES	REMNANT OIL OPERATING LP	3000500861	
ROCK QUEEN UNIT 0066	NM	CHAVES	REMNANT OIL OPERATING LP	3000500862	
ROCK QUEEN UNIT 0030	NM	CHAVES	REMNANT OIL OPERATING LP	3000500891	
ROCK QUEEN UNIT 0029	NM	CHAVES	REMNANT OIL OPERATING LP	3000500883	
ROCK QUEEN UNIT 0031	NM	CHAVES	REMNANT OIL OPERATING LP	3000500886	
ROCK QUEEN UNIT 0032	NM	CHAVES	REMNANT OIL OPERATING LP	3000500888	
ROCK QUEEN UNIT 0033	NM	CHAVES	REMNANT OIL OPERATING LP	3000500890	
ROCK QUEEN UNIT 0034	NM	CHAVES	REMNANT OIL OPERATING LP	3000500887	
ROCK QUEEN UNIT 0316	NM	CHAVES	REMNANT OIL OPERATING LP	3000529185	
ROCK QUEEN UNIT 0049	NM	CHAVES	REMNANT OIL OPERATING LP	3000500874	
ROCK QUEEN UNIT 0015	NM	CHAVES	REMNANT OIL OPERATING LP	3000500835	
ROCK QUEEN UNIT 0025	NM	CHAVES	REMNANT OIL OPERATING LP	3000500816	
ROCK QUEEN UNIT 0315	NM	CHAVES	REMNANT OIL OPERATING LP	3000529184	
ROCK QUEEN UNIT 0035	NM	CHAVES	REMNANT OIL OPERATING LP	3000500872	
ROCK QUEEN UNIT 0009	NM	CHAVES	REMNANT OIL OPERATING LP	3000500839	
ROCK QUEEN UNIT 0010	NM	CHAVES	REMNANT OIL OPERATING LP	3000500841	
ROCK QUEEN UNIT 0310	NM	CHAVES	REMNANT OIL OPERATING LP	3000529155	
ROCK QUEEN UNIT 0041	NM	CHAVES	REMNANT OIL OPERATING LP	3000500867	
ROCK QUEEN UNIT 0026	NM	CHAVES	REMNANT OIL OPERATING LP	3000500808	
ROCK QUEEN UNIT 0701	NM	CHAVES	REMNANT OIL OPERATING LP	3000529159	
ROCK QUEEN UNIT 0702	NM	CHAVES	REMNANT OIL OPERATING LP	3000529160	
ROCK QUEEN UNIT 0703	NM	CHAVES	REMNANT OIL OPERATING LP	3000529161	
ROCK QUEEN UNIT 0704	NM	CHAVES	REMNANT OIL OPERATING LP	3000529162	
ROCK QUEEN UNIT 0705	NM	CHAVES	REMNANT OIL OPERATING LP	3000529166	
ROCK QUEEN UNIT 0319	NM	CHAVES	REMNANT OIL OPERATING LP	3000529210	
ROCK QUEEN UNIT 0321	NM	CHAVES	REMNANT OIL OPERATING LP	3000529211	
ROCK QUEEN UNIT 0082	NM	CHAVES	REMNANT OIL OPERATING LP	3000500945	
ROCK QUEEN UNIT 0084	NM	CHAVES	REMNANT OIL OPERATING LP	3000500937	
ROCK QUEEN UNIT 0085	NM	CHAVES	REMNANT OIL OPERATING LP	3000500930	
ROCK QUEEN UNIT 0086	NM	CHAVES	REMNANT OIL OPERATING LP	3000500931	
ROCK QUEEN UNIT 0087	NM	CHAVES	REMNANT OIL OPERATING LP	3000500936	
ROCK QUEEN UNIT 0088	NM	CHAVES	REMNANT OIL OPERATING LP	3000500939	
ROCK QUEEN UNIT 0089	NM	CHAVES	REMNANT OIL OPERATING LP	3000500943	
ROCK QUEEN UNIT 0090	NM	CHAVES	REMNANT OIL OPERATING LP	3000500935	
ROCK QUEEN UNIT 0091	NM	CHAVES	REMNANT OIL OPERATING LP	3000500932	
ROCK QUEEN UNIT 0092	NM	CHAVES	REMNANT OIL OPERATING LP	3000500933	
ROCK QUEEN UNIT 0093	NM	CHAVES	REMNANT OIL OPERATING LP	3000500934	
ROCK QUEEN UNIT 0094	NM	CHAVES	REMNANT OIL OPERATING LP	3000500941	
ROCK QUEEN UNIT 0095	NM	CHAVES	REMNANT OIL OPERATING LP	3000500942	

Exhibit 2-2: Caprock Wells and Wellbores

PROPERTY	STATE	COUNTY	OPERATOR	WELL API NUMBER	COMMENTS
ROCK QUEEN UNIT 0022	NM	CHAVES	REMNANT OIL OPERATING LP	3000500834	
ROCK QUEEN UNIT 0305	NM	CHAVES	REMNANT OIL OPERATING LP	3000529149	
ROCK QUEEN UNIT 0314	NM	CHAVES	REMNANT OIL OPERATING LP	3000529183	
ROCK QUEEN UNIT 0037	NM	CHAVES	REMNANT OIL OPERATING LP	3000500875	
ROCK QUEEN UNIT 0039	NM	CHAVES	REMNANT OIL OPERATING LP	3000500876	
ROCK QUEEN UNIT 0043	NM	CHAVES	REMNANT OIL OPERATING LP	3000500881	
ROCK QUEEN UNIT 0045	NM	CHAVES	REMNANT OIL OPERATING LP	3000500879	
ROCK QUEEN UNIT 0046	NM	CHAVES	REMNANT OIL OPERATING LP	3000500878	
ROCK QUEEN UNIT 0050	NM	CHAVES	REMNANT OIL OPERATING LP	3000500882	
ROCK QUEEN UNIT 0023	NM	CHAVES	REMNANT OIL OPERATING LP	3000500813	
ROCK QUEEN UNIT 0318	NM	LEA	REMNANT OIL OPERATING LP	3002541526	
ROCK QUEEN UNIT 0077	NM	LEA	REMNANT OIL OPERATING LP	3002500298	
ROCK QUEEN UNIT 0028	NM	CHAVES	REMNANT OIL OPERATING LP	3000500819	
ROCK QUEEN UNIT 0320	NM	LEA	REMNANT OIL OPERATING LP	3002541527	
ROCK QUEEN UNIT 0069	NM	LEA	REMNANT OIL OPERATING LP	3002500307	
ROCK QUEEN UNIT 0096	NM	CHAVES	REMNANT OIL OPERATING LP	3000500928	
ROCK QUEEN UNIT 0097	NM	CHAVES	REMNANT OIL OPERATING LP	3000500929	
ROCK QUEEN UNIT 0027	NM	CHAVES	REMNANT OIL OPERATING LP	3000500812	
ROCK QUEEN UNIT 0106	NM	LEA	REMNANT OIL OPERATING LP	3002500284	
ROCK QUEEN UNIT 0311	NM	CHAVES	REMNANT OIL OPERATING LP	3000529156	
ROCK QUEEN UNIT 0011	NM	CHAVES	REMNANT OIL OPERATING LP	3000500844	
ROCK QUEEN UNIT 0047	NM	CHAVES	REMNANT OIL OPERATING LP	3000500869	
ROCK QUEEN UNIT 0048	NM	CHAVES	REMNANT OIL OPERATING LP	3000500868	
ROCK QUEEN UNIT 0018	NM	CHAVES	REMNANT OIL OPERATING LP	3000500821	
ROCK QUEEN UNIT 0019	NM	CHAVES	REMNANT OIL OPERATING LP	3000500820	
ROCK QUEEN UNIT 0067	NM	LEA	REMNANT OIL OPERATING LP	3002500306	
ROCK QUEEN UNIT 0068	NM	LEA	REMNANT OIL OPERATING LP	3002500304	
ROCK QUEEN UNIT 0073	NM	LEA	REMNANT OIL OPERATING LP	3002500305	
ROCK QUEEN UNIT 0024	NM	CHAVES	REMNANT OIL OPERATING LP	3000500809	
ROCK QUEEN UNIT 0308	NM	CHAVES	REMNANT OIL OPERATING LP	3000529158	
ROCK QUEEN UNIT 0013	NM	CHAVES	REMNANT OIL OPERATING LP	3000500832	
ROCK QUEEN UNIT 0017	NM	CHAVES	REMNANT OIL OPERATING LP	3000500831	
ROCK QUEEN UNIT 0020	NM	CHAVES	REMNANT OIL OPERATING LP	3000500830	
ROCK QUEEN UNIT 0021	NM	CHAVES	REMNANT OIL OPERATING LP	3000500825	
ROCK QUEEN UNIT 0309	NM	CHAVES	REMNANT OIL OPERATING LP	3000529154	
ROCK QUEEN UNIT 0306	NM	CHAVES	REMNANT OIL OPERATING LP	3000529150	
ROCK QUEEN UNIT 0070	NM	LEA	REMNANT OIL OPERATING LP	3002500309	
ROCK QUEEN UNIT 0071	NM	LEA	REMNANT OIL OPERATING LP	3002500312	
ROCK QUEEN UNIT 0078	NM	LEA	REMNANT OIL OPERATING LP	3002500310	
ROCK QUEEN UNIT 0079	NM	LEA	REMNANT OIL OPERATING LP	3002500311	
ROCK QUEEN UNIT 0007	NM	LEA	REMNANT OIL OPERATING LP	3002500294	
ROCK QUEEN UNIT 0002	NM	LEA	REMNANT OIL OPERATING LP	3002500286	

Exhibit 2-2: Caprock Wells and Wellbores

PROPERTY	STATE	COUNTY	OPERATOR	WELL API NUMBER	COMMENTS
ROCK QUEEN UNIT 0004	NM	LEA	REMNANT OIL OPERATING LP	3002500291	
ROCK QUEEN UNIT 0005	NM	LEA	REMNANT OIL OPERATING LP	3002500292	
ROCK QUEEN UNIT 0302	NM	CHAVES	REMNANT OIL OPERATING LP	3000529146	
ROCK QUEEN UNIT 0303	NM	CHAVES	REMNANT OIL OPERATING LP	3000529147	
ROCK QUEEN UNIT 0304	NM	CHAVES	REMNANT OIL OPERATING LP	3000529148	
ROCK QUEEN UNIT 0317	NM	CHAVES	REMNANT OIL OPERATING LP	3000529194	
ROCK QUEEN UNIT 0055	NM	CHAVES	REMNANT OIL OPERATING LP	3000500855	
ROCK QUEEN UNIT 0059	NM	CHAVES	REMNANT OIL OPERATING LP	3000500854	
ROCK QUEEN UNIT 0061	NM	CHAVES	REMNANT OIL OPERATING LP	3000500852	
ROCK QUEEN UNIT 0062	NM	CHAVES	REMNANT OIL OPERATING LP	3000500851	
ROCK QUEEN UNIT 0100	NM	CHAVES	REMNANT OIL OPERATING LP	3000500908	
ROCK QUEEN UNIT 0102	NM	CHAVES	REMNANT OIL OPERATING LP	3000500906	
ROCK QUEEN UNIT 0706	NM	CHAVES	REMNANT OIL OPERATING LP	3000529167	
ROCK QUEEN UNIT 0312	NM	CHAVES	REMNANT OIL OPERATING LP	3000529181	
ROCK QUEEN UNIT 0313	NM	CHAVES	REMNANT OIL OPERATING LP	3000529182	
ROCK QUEEN UNIT 0098	NM	CHAVES	REMNANT OIL OPERATING LP	3000500904	
WAKAN TANKA FEDERAL 0001	NM	CHAVES	REMNANT OIL OPERATING LP	3000521075	
WAKAN TANKA FEDERAL 0002	NM	CHAVES	REMNANT OIL OPERATING LP	3000521082	
WAKAN TANKA FEDERAL 0003	NM	CHAVES	REMNANT OIL OPERATING LP	3000521088	
WAKAN TANKA FEDERAL 0004	NM	CHAVES	REMNANT OIL OPERATING LP	3000521092	
WEST CAP QUEEN SAND 0003	NM	CHAVES	REMNANT OIL OPERATING LP	3000501094	
WEST CAP QUEEN SAND 0004	NM	CHAVES	REMNANT OIL OPERATING LP	3000501092	
WEST CAP QUEEN SAND 0012	NM	CHAVES	REMNANT OIL OPERATING LP	3000501079	
WEST CAP QUEEN SAND 0005	NM	CHAVES	REMNANT OIL OPERATING LP	3000501097	
WEST CAP QUEEN SAND 0006	NM	CHAVES	REMNANT OIL OPERATING LP	3000501099	
WEST CAP QUEEN SAND 0010	NM	CHAVES	REMNANT OIL OPERATING LP	3000501100	
WEST CAP QUEEN SAND 0011	NM	CHAVES	REMNANT OIL OPERATING LP	3000501098	
WEST CAP QUEEN SAND 0007	NM	CHAVES	REMNANT OIL OPERATING LP	3000501090	
WEST CAP QUEEN SAND 0008	NM	CHAVES	REMNANT OIL OPERATING LP	3000501091	
WEST CAP QUEEN SAND 0015	NM	CHAVES	REMNANT OIL OPERATING LP	3000501108	
WEST CAP QUEEN SAND 0016	NM	CHAVES	REMNANT OIL OPERATING LP	3000501107	
WEST CAP QUEEN SAND 0021	NM	CHAVES	REMNANT OIL OPERATING LP	3000501109	

Exhibit 2-2: Caprock Wells and Wellbores

PROPERTY	STATE	COUNTY	OPERATOR	WELL API NUMBER	COMMENTS
WEST CAP QUEEN SAND 0013	NM	CHAVES	REMNANT OIL OPERATING LP	3000501103	
WEST CAP QUEEN SAND 0017	NM	CHAVES	REMNANT OIL OPERATING LP	3000501116	
WEST CAP QUEEN SAND 0018	NM	CHAVES	REMNANT OIL OPERATING LP	3000501115	
WEST CAP QUEEN SAND 0020	NM	CHAVES	REMNANT OIL OPERATING LP	3000501117	
WEST CAP QUEEN SAND 0023	NM	CHAVES	REMNANT OIL OPERATING LP	3000501120	
WEST CAP QUEEN SAND 0024	NM	CHAVES	REMNANT OIL OPERATING LP	3000501119	
WEST CAP QUEEN SAND 0025	NM	CHAVES	REMNANT OIL OPERATING LP	3000501118	
ZIMMERMAN 0002	NM	CHAVES	REMNANT OIL OPERATING LP	3000501102	
ZIMMERMAN A 0001	NM	CHAVES	REMNANT OIL OPERATING LP	3000501110	
ZIMMERMAN A 0003	NM	CHAVES	REMNANT OIL OPERATING LP	3000501112	
ZIMMERMAN A 0004	NM	CHAVES	REMNANT OIL OPERATING LP	3000501113	

EXHIBIT 3

Exhibit 3

1. Wind Farm Lease, effective as of January 31, 2019, by and among (x) EDF Renewables, Inc., as Lessee, (y) TK Ranch, LLC, as Surface Lessor, and (z) Remnant Oil Company, LLC, as Wind Lessor, recorded at Book 00818, pages 01398 through 01425 in the records of the County Clerk of Chaves County, New Mexico.

2. Wind Farm Lease, effective as of January 31, 2019, by and among (x) EDF Renewables, Inc., as Lessee, (y) TK Ranch, LLC, as Surface Lessor, and (z) Remnant Oil Company, LLC, as Wind Lessor, recorded at Book 00818, pages 01426 through 01428 in the records of the County Clerk of Chaves County, New Mexico.

EXHIBIT 4

Exhibit 4

LEASE/WELL NAME	STATE	COUNTY	API #	WI	NRI	LESSOR	LESSEE	LEASE DATE	LEGAL DESCRIPTION	ACRES	DEPTH/RIGHTS/COMMENTS
BARTON A FEDERAL 1	NM	EDDY	3001510160	1.000000	0.750000	USA NM-LC-070242-A STEWART LUMBER CO.	WILLIAM BYRD MCCLELLAN OIL CORP.	5/1/1951 9/28/1979	NE4NW4 OF SEC 22, T19S-R31E	40	SURFACE TO 2450 FEET
BEAVERS FEE 1	NM	CHAVES	3000561826	1.000000	0.750000	A.F. & L.O. BEAVERS	MCCLELLAN OIL CORP.	7/12/1979	SE1/4, SE4/8W4 OF SEC 3, T9S-R25E	200	ALL
BOFFER FEDERAL 1	NM	CHAVES	3000561042	1.000000	0.750000	USA NM-L-14120	BEARD OIL COMPANY	8/1/1971	NE1/4 AND S2NW4, SEC 23, T9S-R25E	240	ALL
BRAINARD FEDERAL 7	NM	EDDY	3001510472	1.000000	0.700000	USA NM-LC-062029	MCKEE AND HANSETT	5/1/1942	N2SE1/4, S2SW4, SW4SE1/4, NW4SW4 AND LOT 3 OF SEC 34, T18S-R29E	280	NO INFO
BRAINARD FEDERAL 8	NM	EDDY	3001510453	1.000000	0.700000	USA NM-LC-062029	MCKEE AND HANSETT	5/1/1942	AS ABOVE	AS ABOVE	NO INFO
BRAINARD FEDERAL 12	NM	EDDY	3001524087	1.000000	0.750000	USA NM-LC-062029	MCKEE AND HANSETT	5/1/1942	AS ABOVE	AS ABOVE	NO INFO
CHAMPA 3 FED 1H	NM	EDDY	3001536007	1.000000	0.750000	USA NM-L-100530	COSTILLA ENERGY INC	3/1/1998	S2 OF SEC 3, T18S-R21E	320	ALL
CHAMPA 3 FED 2H	NM	EDDY	3001536208	1.000000	0.750000	USA NM-L-100530	COSTILLA ENERGY INC	3/1/1998	S2 OF SEC 3, T18S-R21E	AS ABOVE	ALL
CHAVES A FED 1	NM	CHAVES	3000561805	1.000000	0.750000	USA NM-L-022584	UNITED WESTERN MINERALS CO.	12/1/1956	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS	480	ALL
CHAVES A FED 1 (ABO)	NM	CHAVES	3000561805	1.000000	0.750000	USA NM-L-022584	UNITED WESTERN MINERALS CO.	12/1/1956	AS ABOVE	AS ABOVE	ALL
CHAVES A FED 1 (WCP)	NM	CHAVES	3000561805	1.000000	0.750000	USA NM-L-022584	UNITED WESTERN MINERALS CO.	12/1/1956	AS ABOVE	AS ABOVE	ALL
CHAVES A FED 2 (ABO)	NM	CHAVES	3000561512	1.000000	0.750000	USA NM-L-022584	UNITED WESTERN MINERALS CO.	12/1/1956	AS ABOVE	AS ABOVE	ALL
CHAVES A FED 3	NM	CHAVES	3000561506	1.000000	0.750000	USA NM-L-022584	UNITED WESTERN MINERALS CO.	12/1/1956	AS ABOVE	AS ABOVE	ALL
CHAVES A FED 3 (PENN)	NM	CHAVES	3000561506	1.000000	0.750000	USA NM-L-022584	UNITED WESTERN MINERALS CO.	12/1/1956	AS ABOVE	AS ABOVE	ALL
CHAVES A FED 4 (ABO)	NM	CHAVES	3000561777	1.000000	0.750000	USA NM-L-022584	UNITED WESTERN MINERALS CO.	12/1/1956	AS ABOVE	AS ABOVE	ALL
CHAVES A FED 6 (ABO)	NM	CHAVES	3000563571	0.750000	0.750000	USA NM-L-022584	UNITED WESTERN MINERALS CO.	12/1/1956	AS ABOVE	AS ABOVE	ALL
CHAVES A 17 FED 5 (ABO)	NM	CHAVES	3000564006	0.750000	0.750000	USA NM-L-022584	UNITED WESTERN MINERALS CO.	12/1/1956	AS ABOVE	AS ABOVE	ALL
COMANCHE HILL 18 FED 1	NM	CHAVES	3000563815	1.000000	0.750000	USA NM-L-14964	CHALENT PROPERTIES INC.	12/1/2005	LOTS 1-4, E/2, E/2W2 (ALL) OF SEC 18 AND ALL OF SEC 19, T10S-R26E	1278	ALL
CORBIN A FEDERAL 2	NM	LEA	3002501579	1.000000	0.750000	USA NM-89890	OXY, USA INC	11/1/1971	LOT 1 AND 2 AND THE NE1/4 OF SEC 3 T18S-R31E	159.73	SURFACE TO 4850 FT
EMPIRE DEEP 29 FED 1	NM	EDDY	3001531813		0.61/1992 61/1992	PHILLIPS PETROLEUM CO LEONARD & LEVENS INC (STATE)		6/1/1992 61/1992	SEC 29, T17S-R29E, LESS AND EXCEPT WELLBORE	600	NO INFO
EMPIRE DEEP 29 FED 2	NM	EDDY	3001532252					10/14/1932	SEC 29, T17S-R29E, LESS AND EXCEPT WELLBORE	AS ABOVE	NO INFO
EMPIRE 34 FED 1	NM	EDDY	3001532290	0.720000	0.540000	USA LC-062029 DEFCO INC	R.E. MCKEE & C.N. HANSETT	5/1/1942	NE1/4, N2SE1/4, AND LOTS 1-2, SEC 34, T18S-R29E	320	NO INFO LEASE LOST (LEGACY)
ENGLISH FEDERAL 1	NM	EDDY	3001505769	1.000000	0.750000	USA NM-L-10907A	FEATHERSTONE FARMS LTD	4/1/1953	SE4NW4 AND NW4SE1/4 OF SEC 20, T19S-R31E	80	NO INFO
FINA STATE 1	NM	EDDY	3001524973	1.000000	0.750000	USA NM-L-085729	LUCY M. FINCH	10/1/1990	SW4NW4 OF SEC 36, T18S-R29E	40	SURFACE TO 2700 FT
FINCH FEE 1	NM	CHAVES	3000561153	0.750000	0.562500	STNN YB-0405 MARBOR ENERGY CORP.	JACK GRIFFIN	11/29/1971 3/7/1972	LOTS 1, 2, 3 AND 4 AND THE E/2W2, SEC 18, T9S-R26E	320	SURFACE TO THE BASE OF THE ABO FORMATION
LISA FED 1	NM	CHAVES	3000562109	0.527278	0.395459	USA NM-L3979	SHIRLEY STARMAN	7/1/1971	S2 OF SEC 13 AND THE N/2S/2, SE4SW4 AND SW4SE1/4 OF SEC 24, T10S-R25E	560	SEC 13: SURFACE TO 4732 FT SEC 24: SURFACE TO TOP OF THE WOLFCAMP FORMATION
LUKE FED COM 1	NM	CHAVES	3000561469	0.527278	0.395459	USA NM-L5290 USA NM-20338	CHARLOTTE HAHN E.A. WITTER	4/1/1972 4/1/1974	NW4NW4, S2NW4 AND SW4SW4, SEC 24, T10S-R25E	200	ABO FORMATION ONLY
LUSK 22 FEDERAL 1	NM	EDDY	3001525506	1.000000	0.750000	USA NM-L4594	COOLUNA OIL CORPORATION	5/1/1981	W2NW4 OF SEC 22, T19S-R31E	80	NO INFO
LUSK 22 FEDERAL 2	NM	EDDY	3001525507	1.000000	0.750000	USA NM-L4594	COOLUNA OIL CORPORATION	5/1/1981	W2NW4 OF SEC 22, T19S-R31E	AS ABOVE	NO INFO
LUSK SEVEN RIVERS UNIT 1	NM	LEA	3002521158	1.000000	0.746091	USA NM-LC-067982-B E.B. TORHUNTER	W2NW4 OF SEC 3, T19S-R32E SW4 AND SW4NE1/4 OF SEC 3, T19S-R32E	11/1/1951 3/1/1951	W2NW4, SE4NW4, SE4 AND NE4NW4 OF SEC 3, T19S-R32E	520	SURFACE TO 4300 FT (480 AC) FROM 4159 FT TO 4300 FT (40 AC)
LUSK SEVEN RIVERS UNIT 2	NM	LEA	3002521201	1.000000	0.746091	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
LUSK SEVEN RIVERS UNIT 3	NM	LEA	3002520415	1.000000	0.746091	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
LUSK SEVEN RIVERS UNIT 4	NM	LEA	3002521639	1.000000	0.746091	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
LUSK SEVEN RIVERS UNIT 5	NM	LEA	3002521200	1.000000	0.746091	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
LUSK SEVEN RIVERS UNIT 6	NM	LEA	3002525199	1.000000	0.746091	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
LUSK SEVEN RIVERS UNIT 7	NM	LEA	3002529052	1.000000	0.746091	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
LUSK SEVEN RIVERS UNIT 8	NM	LEA	3002529052	1.000000	0.746091	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
MCKEE WILSON 1	NM	EDDY	3001503499	1.000000	0.745395	USA NM-015068	CHARLES B. GONSALES	8/1/1954	SE4NW4 AND NE4NW4 OF SEC 34, T18S-R29E	80	SURFACE TO 2206 FT OF BASE OF QUEEN SAND, WHICHEVER IS LESS
MCKEE WILSON 2	NM	EDDY	3001503500	1.000000	0.745395	USA NM-015068	CHARLES B. GONSALES	8/1/1954	SE4NW4 AND NE4NW4 OF SEC 34, T18S-R29E	AS ABOVE	SURFACE TO 2204 FT OF BASE OF QUEEN SAND, WHICHEVER IS LESS
MILLER FEDERAL 1	NM	LEA	3002500902	1.000000	0.750000	USA NM-LC-065863	JULIA MILLER HOPELY	1/1/1940	LOT (SW4NW4) OF SEC 19, T19S-R32E	40.88	SURFACE TO 2700 FT
NM FED 1	NM	CHAVES	3000560584	1.000000	0.750000	USA NM-559993 USA NM-43525 USA NM-29208	WILLIAM J BRAGG E.A. WITTER FRANCES KUNKEL	5/16/1966 6/25/1981 12/20/1976	SEC 23, T9S-R25E, SE1/4 SEC 25, T9S-R25E, ALL SEC 26, T9S-R25E, SE1/4 AND E2NE1/4 SEC 35, T9S-R25E, NE1/4 SEC 30, T9S-R26E, E2W2 AND LOTS 1-4 SEC 31, T9S-R26E, E2, E2W2 AND LOTS 1-4	1912.48	T9S-R25E; SEC 25: SURFACE TO TOP WOLFCAMP SEC 26: SURFACE TO TOP WOLFCAMP SEC 35: SURFACE TO TOP GLOBRIETA T9S-R26E; SEC 30: TOP GLOBRIETA TO TOP WOLFCAMP SEC 31 - LOTS 1-2, E2NW4 E2: TOP GLOBRIETA TO TOP WOLFCAMP SEC 31 - LOTS 3-4, E2SW4: SURFACE TO TOP GLOBRIETA
NM FED 4	NM	CHAVES	3000562449	1.000000	0.750000	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
NM FED 5	NM	CHAVES	3000562450	1.000000	0.750000	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
NM FED 6	NM	CHAVES	3000562451	1.000000	0.750000	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
NM FED 7	NM	CHAVES	3000562493	1.000000	0.750000	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
NM FED 8	NM	CHAVES	3000562494	1.000000	0.750000	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
NM FED 9	NM	CHAVES	3000562412	1.000000	0.750000	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
NM FED COM 10	NM	CHAVES	3000562576	1.000000	0.750000	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
NM FED 11	NM	CHAVES	3000563199	1.000000	0.750000	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
NM FED 12	NM	CHAVES	3000563712	0.750000	0.750000	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE	AS ABOVE
NIAGARA 3 FEE COM 1H	NM	EDDY	3001536237	1.000000	0.750000	USA NM-L-100530	COSTILLA ENERGY INC	3/1/1998	LOTS 3 AND 4 AND THE S2NW4 OF SEC 3, T18S-R23E	120	NO INFO
NIAGARA 3 FEE COM 2H	NM	EDDY	3001536168	1.000000	0.750000	JOE STEELE ET UX	EOG RESOURCES	5/16/2008	LOTS 1 AND 2 AND THE S2NE1/4 OF SEC 3, T18S-R23E	120	NO INFO
OHO JONES 1	NM	EDDY	3001505785	1.000000	0.737200	USA NM-LC-029358 USA NM-L-07697	CHARLES E. JONES	1/1/1940	SE4NE1/4 AND W2NE1/4 OF SEC 24, T19S-R31E	120	SURFACE TO 2700 FT
OHO JONES 2	NM	EDDY	3001505786	1.000000	0.737200	AS ABOVE	AS ABOVE	1/1/1940	AS ABOVE	AS ABOVE	SURFACE TO 2700 FT

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EXHIBIT 5

Exhibit 5

Well Name	Remnant WI	Remnant NRI	API #	Completion Type	Completion Status	Producing Method	TD	Formation	Field
Cal-Mon 6	0.810000	0.607500	3001525889	Oil	Active	Pumping Rod	2920	Grayburg	Loco Hills
Charlie State 1	0.365000	0.273750	3000562980	Oil	Active	Pumping Rod	7956	Silurio-Devonian	Long Arroyo
Chaves A 17 Federal Com 5	0.975000	0.731250	3000563606	Gas	Active	Flowing	5120	Abo	Pecos Slope
Coyote Draw Federal 3	1.000000	0.750000	3000561354	Gas	Active	Flowing	3875	Abo	Pecos Slope
Coyote Federal 1	0.875000	0.656250	3000560978	Gas	Active	Flowing	4005	Abo	Pecos Slope
Coyote Federal 3	0.756593	0.567445	3000561099	Gas	Active	Flowing	4000	Abo	Pecos Slope
Dana Federal 2	1.000000	0.750000	3000561138	Gas	Active	Flowing	4108	Abo	Pecos Slope
Dana Federal 3	1.000000	0.750000	3000561435	Gas	Active	Flowing	4300	Abo	Pecos Slope
J H McClure B 23	1.000000	0.750000	3002527821	Oil	Active	Pumping Rod	7055	Tubb, Drinkard	Dollarhide
Jones Federal 2	1.000000	0.750000	3001505783	Oil	Active	Rod Pump	2431	Yates	Lusk West
Jones Federal 3	1.000000	0.750000	3001505782	Oil	Active	Rod Pump	3092	Yates	Lusk West
Lusk 20 Federal 1	1.000000	0.750000	3001525505	Oil	Active	Rod Pump	2300	Yates	Hackberry North
McClellan Moc Federal 1	1.000000	0.750000	3000561305	Gas	Active	Flowing	4200	Abo	Pecos Slope
McClellan Moc Federal 10	1.000000	0.750000	3000562442	Gas	Active	Flowing	4260	Abo	Pecos Slope
McClellan Moc Federal 11	1.000000	0.750000	3000562443	Gas	Active	Flowing	4275	Abo	Pecos Slope
McClellan Moc Federal 12	1.000000	0.750000	3000563163	Gas	Active	Flowing	4050	Abo	Pecos Slope
McClellan Moc Federal 14	1.000000	0.750000	3000563176	Gas	Active	Flowing	4170	Abo	Pecos Slope
McClellan Moc Federal 17	1.000000	0.750000	3000563197	Gas	Active	Flowing	4200	Abo	Pecos Slope
McClellan Moc Federal 18	1.000000	0.750000	3000563224	Gas	Active	Flowing	4125	Abo	Pecos Slope
McClellan Moc Federal 19	1.000000	0.750000	3000563227	Gas	Active	Flowing	4200	Abo	Pecos Slope
McClellan Moc Federal 2	1.000000	0.750000	3000561650	Gas	Active	Flowing	4175	Abo	Pecos Slope
McClellan Moc Federal 20	1.000000	0.750000	3000563228	Gas	Active	Flowing	4050	Abo	Pecos Slope
McClellan Moc Federal 21	1.000000	0.750000	3000563255	Gas	Active	Flowing	4110	Abo	Pecos Slope
McClellan Moc Federal 22	0.625000	0.468750	3000563254	Gas	Active	Flowing	4177	Abo	Pecos Slope
McClellan Moc Federal 3	1.000000	0.750000	3000561793	Gas	Active	Flowing	4101	Abo	Pecos Slope
McClellan Moc Federal 4	1.000000	0.750000	3000561827	Gas	Active	Flowing	4200	Abo	Pecos Slope
McClellan Moc Federal 5	1.000000	0.750000	3000562006	Gas	Active	Flowing	4200	Abo	Pecos Slope
McClellan Moc Federal 6	1.000000	0.750000	3000562007	Gas	Active	Flowing	4128	Abo	Pecos Slope
McClellan Moc Federal 7	1.000000	0.750000	3000562159	Gas	Active	Flowing	4170	Abo	Pecos Slope
McClellan Moc Federal 8	0.750000	0.562500	3000562170	Gas	Active	Flowing	4215	Abo	Pecos Slope
McClellan Moc Federal 9	1.000000	0.750000	3000562339	Gas	Active	Flowing	4200	Abo	Pecos Slope
Penroc State 23 1	0.875000	0.656250	3002526566	Oil	Active	Pumping Rod	11264	Wolfcamp	Caprock East
Penroc State DV 1	1.000000	0.750000	3002527893	Oil	Active	Pumping Rod	10450	Cisco	Caprock East
PJ Federal Com 2	0.500000	0.375000	3000562047	Gas	Active	Flowing	4550	Abo	Pecos Slope
PZ Federal 1	1.000000	0.750000	3000561043	Gas	Active	Flowing	4603	Abo	Pecos Slope
PZ Federal 2	1.000000	0.750000	3000561398	Gas	Active	Flowing	4630	Abo	Pecos Slope
Rick Federal 2	1.000000	0.750000	3000562533	Gas	Active	Flowing	4390	Abo	Pecos Slope South
Sun Federal 1	1.000000	0.750000	3001505777	Oil	Active	Rod Pump	3581	Yates	North Hackberry
Tenneco Federal 1	0.931528	0.698646	3001505794	Oil	Active	Rod Pump	2205	Yates	North Hackberry
Tennessee Federal 2	1.000000	0.738000	3001510161	Oil	Active	Rod Pump	3860	Yates	North Hackberry
Tolmac State 2	1.000000	0.750000	3000561551	Gas	Active	Flowing	4510	Abo	Pecos Slope
Tolmac State 4	1.000000	0.750000	3000562209	Gas	Active	Flowing	4420	Abo	Pecos Slope

EXHIBIT 6

